

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

ADVOCACY, INCORPORATED

AND

**COMMUNICATIONS WORKERS OF
AMERICA, LOCAL NO. 6182**

AUSTIN, TEXAS

JUNE 2004



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Collective Bargaining Agreement 2004

This Collective Bargaining Agreement ("the Agreement") is entered into by and between ADVOCACY, INC. ("AI" or "the Organization") and COMMUNICATIONS WORKERS OF AMERICA, LOCAL NO. 6182 ("CWA" or the "Union").

ARTICLE 1

RECOGNITION

Section 1. The Union, was certified by the National Labor Relations Board on July 27, 1988, and Advocacy, Inc., recognized the Communications Workers of America, and its Local No. 6182, as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, for all of its non-managerial and non-confidential employees as one unit described in NLRB #16-RC-9043. The items herein set forth contain the complete agreement between the parties for the term of this Agreement.

Section 2. If the Organization establishes a new classification of work or changes an existing classification of work, other than for non-bargaining unit positions, the Union and Organization shall meet within 60 calendar days of the establishment or change of the classification in order to negotiate a rate of salary for the new or changed classification.

ARTICLE 2
RESPONSIBLE RELATIONSHIP,
INTENT, AND EFFECT OF AGREEMENT

Section 1. The Organization and Union recognize that it is in the best interest of both parties, the employees, and the public, that all relationships between them continue to be characterized by mutual responsibility and respect. The parties desire to preserve, promote, and improve the relationship of the Organization and the employees, and the parties will endeavor to apply the terms of this Agreement fairly in accord with its intent and meaning.

Section 2. The successful, efficient and professional operation of the Organization is hereby declared to be of paramount and mutual interest, and the parties desire to preserve, promote and improve the relationship of the Organization with its clients and constituencies, and to improve and increase the quality and quantity of services provided, consistent with the Organization's federal mandate.

Section 3. It is mutually recognized that Section 1 and Section 2 state broad principles and as such are exempt from the grievance, mediation and arbitration procedure.

Section 4. It is further understood that this Agreement can only be added to, detracted from, altered, or modified by a document in writing signed on behalf of the parties hereto by their duly authorized officers and representatives. The Organization and Union acknowledge that each has had the opportunity to bargain with respect to all matters that are subject to bargaining between the Organization and the Union as provided in the National Labor Relations Act, as amended.

Section 5. The waiver of any term or provision of this Agreement shall be in writing and signed by the duly authorized representatives of the parties. Any such

waiver by either party shall not constitute a precedent in the future enforcement of the terms and conditions contained herein.

ARTICLE 3

NONDISCRIMINATION AND AFFIRMATIVE ACTION

Section 1. In the desire to restate their respective policies, neither the Organization nor the Union shall unlawfully discriminate against any employee or probationary employee or applicant because of race, color, religion, gender, age, disability, sexual orientation, ethnicity or national origin, or because he or she is a veteran. The Organization will provide reasonable accommodations to all staff and applicants with disabilities as required by the Americans with Disabilities Act.

Section 2. The Organization will take affirmative action to hire and promote persons with disabilities and/or persons of racial minorities with the goal of a diverse workforce reflecting the communities we serve and shall make a good faith effort to post and publicize positions in places that are likely to attract such individuals.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1. This Agreement shall not limit the Organization in the exercise of any of the generally recognized customary rights of management to hire new staff and to promote; to impose corrective action, demote, or discharge an employee for just cause; to transfer and layoff; and to establish work schedules and hours of work in accordance with the provisions of this Agreement. The exercise of such management rights will not be used to discriminate against any employee in the Union. All other customary management rights and any matters not expressly excluded by this

Agreement shall be reserved solely by the Organization. Without limiting the foregoing reservation of rights and in order to avoid unnecessary misunderstandings or grievances in the future, to specify by way of illustration some of the rights reserved to the Organization, that it may exercise in its sole discretion and that might otherwise be sources of potential controversy, these rights being:

Section 1(a). The right to determine, direct and change the work operations and work force of the Organization;

Section 1(b). The right to increase or decrease the work force, to eliminate or combine job classifications in whole or in part, and to establish new job classifications;

Section 1(c). The right to contract out work that is not included within the job description of any staff. The right to contract out work that is included within the job description of staff but which does not result in a reduction of existing bargaining unit hours and does not extend beyond one year. If contracting would result in a reduction of existing bargaining unit hours, the Organization must demonstrate a legitimate Organization interest in providing services to Organization clients through contracting rather than through Organization employees. When the Organization proposes to contract for more than twenty (20) hours of work to be performed at least two weeks in the future, the Organization shall give the union president notice of the type of work to be contracted, the rate of pay, the hours to be contracted for, the duration of the contract and qualifications of the position. If contract work extends beyond a three (3) month period, the Organization shall provide written notice to the Union explaining why the work is contractual. The following contract positions are excluded from these requirements: expert

witness, law clerk, temporary staff retained through a temporary agency, legal counsel representing Advocacy, Inc., auditor, and management consultant.

Section 1(d). The right to assign non-bargaining unit employees, including supervisory personnel, to perform work that might otherwise have been performed by employees covered by this Agreement, as deemed necessary by the Organization;

Section 1(e). The right to determine and change the location and operations of all Organization projects and facilities;

Section 1(f). The right to determine reasonable performance standards, the type of services to be rendered, and the manner in which such services are to be performed;

Section 1(g). The right to determine the type and quantity of equipment and supplies to be used and the purchase, control and use of all materials, equipment and supplies that are purchased, used or handled by the Organization;

Section 1(h). The right to sell, lease, shut down or otherwise dispose of all or any part of the Organization's assets or operations;

Section 1(icf). The right to implement changes in methods of operations, jobs or facilities, including the right to automate, totally or partially, any or all of its business operations;

Section 1(j). The right to establish or change job descriptions and classifications and to require any employee covered by this Agreement to perform any job or task deemed necessary by the Organization within the scope of the employee's job description;

Section 1(k). The right to hire, promote, transfer and lay off employees

covered by this Agreement and to determine consistent with this Agreement reasonable requirements and criteria prerequisite to being hired, promoted, transferred or laid off;

Section 1(l). The right to schedule all work and hours of work, to determine the need for and amount of overtime, and to assign or require employees to work overtime, as dictated by job requirements;

Section 1(m). The right to make and enforce work rules and policies not inconsistent with the express provisions of this Agreement. The Organization agrees to post changes in the work rules and policies, and to provide a copy to the Union prior to posting. The posting and the copy will be sent electronically (email). In ordinary circumstances, the Organization shall notify the Union in writing thirty (30) calendar days prior to the adoption or change in Organization work rules and policies. The Union shall have an opportunity to comment on the proposed work rules and policies during the thirty (30) calendar-day period. In emergency situations the Organization may implement new or revised work rules and policies prior to notifying the Union of any change in Organization work rules or policies and prior to receiving comment from the Union. Notwithstanding the foregoing, nothing in this Agreement shall require the Organization to bargain with the Union over the implementation of work rules or policies.

ARTICLE 5

UNION STATUS AND RIGHTS

Section 1. The Organization agrees to recognize up to ten (10) Union stewards appointed and/or elected by the Union who will act as representatives of the Union to the extent permitted herein. The Union will endeavor, to the extent reasonably possible, to elect and or appoint at least one Union steward in each regional office and at least three (3) Union stewards in the central administrative office ("Central Office"). The Union must notify the Executive Director, in writing, of the names of the designated stewards.

Section 2. The stewards may be allowed a reasonable period of time by the Organization during their work day for the performance of their Union duties, including administering and investigating grievances. Stewards shall be allowed a reasonable time for traveling, consistent with Article 33 (Grievance), during their work day without loss of pay.

Section 3. All authorized Union representatives shall have reasonable access to the Organization's premises to ascertain whether conditions of this Agreement are being observed by advising the Executive Director prior to their visit. The Organization reserves the right to reasonably regulate the time and scope of the visits.

Section 4. Those persons described in this Section 1 and Section 2 shall be permitted to transact Union business directly related to the administration of this Agreement on the Organization's premises. A steward shall sustain no loss of pay while administering this Agreement, although the Organization can reasonably regulate the amount of time spent by the steward.

Section 5. The Organization and the union each may designate up to three (3) members to serve to negotiate a new collective bargaining agreement as this

Agreement approaches expiration. The Organization and the Union agree that the best negotiation practice is to have the same negotiators throughout the process. If a party believes that substitution is necessary, the party substituting shall notify the other party of the need for substitution as soon as the need is evident and shall notify the other party of the identity of the substitute as soon as that is known. The Union negotiating committee shall not suffer a loss of pay for up to 120 hours of time collectively to be used by all Union negotiators, including substitutes, to prepare for the tri-ennial negotiation process. The Union may allocate the 120 hours among negotiators and substitutes in any manner it wishes, for example 40 hours for each of 3 negotiators or 120 for one. The members of the Union negotiating committee shall not suffer a loss of pay while participating in the joint Union-Organization negotiation meetings, or for reasonable travel time to and from the meetings. It is understood that such joint meetings and travel time is considered time worked.

Section 6. A suitable bulletin board or bulletin board space shall be provided at all of the Organization's premises for the Union's exclusive use. The Union shall use the bulletin board in a professional manner. No Union matter will be posted in Central Office without the approval of a Union Steward and no Union matter will be posted in a regional office without the approval of the Union steward or Union representative in such office (or, if there is no Union steward or Union representative in such office, without the approval of another Union steward).

Section 7. The Organization shall provide the Union meeting space at all of the Organization's locations of business at no charge (other than any additional costs incurred by the Organization) on non-working time at a time of day as designated by the Union unless the meeting facilities have been booked.

Section 8. The Union will be allowed the use of office mail boxes,

photocopiers, postage meters, fax machines, desktop computers, e-mail, the Internet, phones and any Internet phone systems maintained by the Organization, and typewriters during non-working hours for Union business, subject to reasonable regulation by the Organization. The Union shall reimburse the Organization in a timely manner for all actual costs, including incremental costs.

Section 9. All outside printing shall be done by a Union printer unless (a) time considerations prohibit the use of a Union printer, or (b) the cost of using a Union printer is not competitive with non-Union alternatives.

ARTICLE 6

NO STRIKE - NO LOCKOUT

Section 1. The Organization and Union agree not to coerce or interfere with any employee with the object of restraining membership or non-membership in the Union nor to discriminate in any way against employees because of membership or non-membership in the Union nor shall the Organization lockout any of its employees during the term of this Agreement.

Section 2. There shall be no strike (including sympathy strikes), boycotts, work stoppages or interruption of work of any kind whatsoever by the Union or the employees during the term of this Agreement; nor shall any employee refuse to cross a picket line at any facility belonging to the Organization, or to any entity with which the Organization has a relationship as a provider of services or any other relationship as a part of its normal operations. The Union agrees that under no circumstances will it or its members call, authorize, approve, ratify, or sanction any strike, sitdown, slowdown, boycott, refusal to cross a picket line or any curtailment, interruption or restriction of work, although Organization employees may use designated secondary

gates for entry to facilities where the Union has established or recognized a picket line; nor shall the Union or any employee it represents interfere with the Organization's operations in any way by engaging in picketing, handbilling or Union publicity campaigns of any kind against the Organization during the term of this Agreement.

Section 3. Employees, whether acting singularly or in concert, shall not induce, instigate, cause or take part in any acts prohibited by Section 2 above, and any employee who engages in any such act or attempts to encourage, induce or instigate others to do so, shall be subject to corrective action, including immediate discharge.

Section 4. In the event any of the acts referred to in Section 2 and Section 3 should occur, the Union and its officers shall take all reasonable steps to end or avert such conduct and communicate to the Organization what actions are being taken to end or avert such conduct.

Section 5. Neither the violation of any provision of this Agreement nor the commission of any act constituting an unfair labor practice or otherwise made unlawful by any federal, state or local law shall excuse the employees or the Union from their obligations under the provisions of this Article 6 (No Strike-No Lockout).

Section 6. It is not the intent of this Article 6 (No Strike-No Lockout) to deny, waive, or restrict the Organization, the Union, or the employees the right to lobby federal or state government in matters concerning budget appropriations.

ARTICLE 7

UNION - MANAGEMENT COMMITTEE

Section 1. A Union-Management Committee (the "Committee") consisting of two (2) Management representatives (including the Executive Director or his designee) and two (2) Union representatives will meet at least twice per year unless both parties agree otherwise. The Organization shall pay the travel expenses of Committee members in accordance with the travel reimbursement guidelines set forth in Article 30 (Travel Expense Reimbursement). An employee shall suffer no loss of pay while attending Committee meetings. The purpose of the Committee is to foster improved communications between the Organization and its employees and to discuss matters of mutual concern. Agenda items may be submitted by any staff member to any union member or management representative. Agenda items will be shared a week in advance of the meeting and any item submitted by non-union staff will be shared at the time as well. Minutes of the meetings will go out to all staff. Committee members may make reasonable use of the Organization's facilities, equipment, and secretarial resources for Committee business.

DEFINITIONS

ARTICLE 8

DEFINITION AND COUNTING OF DAYS

A "work day" is any Monday, Tuesday, Wednesday, Thursday, or Friday that is not a holiday specified in Article 19, Sections 1 and 2. In this Agreement, a "day" or "days" refers to work days unless specified as a "calendar day" or "calendar days."

In computing any period of time prescribed or allowed by this Agreement, the day of the act or event from which the period of time begins to run shall *not* be included. The last day of the period shall be included in computing the time, unless it would fall on a Saturday, a Sunday, a holiday, or a day the office - of the person acting to meet the deadline - is closed for any reason, in which case the last day shall be the next day that office is open. The last day of the period ends at 5 p.m. local time.

ARTICLE 9

STAFF CLASSIFICATIONS

Section 1. "Staff" (plural) and "staff member"(singular) refers to both employees and probationary employees.

Section 2. An "employee" is a person employed by the Organization who has successfully completed the initial probationary period and any extended probationary period. Bargaining unit employees are entitled to all rights, benefits and coverages as granted in this Agreement. Full-time employees are those with a regularly scheduled work shift of 40 hours per week. Part-time employees are those employees with a regularly scheduled work shift of less than 40 hours per week. Bargaining unit part-time employees are entitled to rights, benefits and coverages granted in this Agreement. Entitlement to or payment for vacation, holiday, leave or other benefits available to part-time employees shall be on a pro rata basis consistent with the Fair Labor Standards Act.

Section 3. A "probationary employee" is a person hired by the Organization with the intent of assignment as an employee who has not yet completed the initial probationary period and any extended probationary period.

PROBATION, SENIORITY & NEW POSITIONS

ARTICLE 10

PROBATIONARY PERIOD

Section 1. A probationary employee may be terminated at the Organization's sole discretion. The initial probationary period is six (6) calendar months from the start date plus the number of days that the total leave of any kind taken exceeds five (5) days. The Organization may extend any probation an additional three (3) months at the Organization's sole discretion. The period of time added to the initial probationary period is referred to as the "extended probationary period." An extended probationary period is automatically increased by the number of days that the total leave of any kind taken, after the expiration of the initial probationary period, exceeds five (5) days. Notice of an extension of the initial probationary period must be provided to the probationary employee prior to the expiration of the probationary employee's initial probationary period and must state the length of the extension. A probationary employee shall be provided a written statement of the reason for the extension of the probationary period. This written statement shall be furnished to the probationary employee within ten (10) days of the verbal notice of extension.

Section 2. Between ninety (90) and one-hundred four (104) calendar days from the probationary employee's start date, the probationary employee's manager shall give the probationary employee, in writing, a midpoint evaluation that informs the probationary employee whether or not she/he is performing in a satisfactory manner. The written evaluation will be clearly identified as the "midpoint evaluation." When

a probationary employee's performance is not satisfactory, the manager will indicate whether the probationary employee is likely to be discharged or whether an extension of the initial probationary period is likely to occur. The probationary employee shall be informed of areas of improvement that could bring her/his performance to a satisfactory level. A probationary employee may grieve his/her manager's failure to complete the midpoint review. No probationary employee's probationary period may be extended if the probationary employee's manager failed to give the written evaluation within the stated time period.

Section 3. Notwithstanding Section 2, the following actions or items are not subject to the grievance, mediation or arbitration provisions of this Agreement: (a) the termination or discharge of a probationary employee; (b) the extension of a probationary employee's initial probationary period pursuant to Section 1 and any plan to improve performance; or (c) the content of the probationary employee's midpoint evaluation and any plan to improve performance .

Section 4. A probationary employee shall be given either two (2) weeks notice prior to discharge, or one (1) week severance pay, at the Organization's discretion, unless the discharge is one for which immediate discharge is permissible under the terms of this Agreement, in which case the probationary employee may be discharged immediately without severance pay or notice.

Section 5. If a probationary employee's initial probationary period is extended pursuant to Section 2, the probationary employee may request that the Executive Director (or his/her designee) review the extension. If the Executive Director (or his/her designee) determines, in his/her sole discretion, that the extension of the initial probationary period was unreasonable, the Executive Director (or his/her designee) may reverse the extension, and if reversed, the probationary employee's probationary

period shall be considered terminated at the end of the probationary employee's initial probationary period. Any such request to the Executive Director must be in writing, must explain why the probationary employee feels the extension of the initial probationary period was unreasonable, and must be delivered to the Executive Director within five (5) days after the occurrence of the extension. The Executive Director (or his/her designee) must then notify the probationary employee of his/her decision within five (5) days after the Executive Director (or his/her designee) receives the written request from the probationary employee. The decision of the Executive Director (or his/her designee) is not subject to any further grievance, mediation, or arbitration.

ARTICLE 11

SENIORITY

Section 1. Seniority is defined as the total amount of time employed by the Organization except that an employee who resigns for reasons other than health or is discharged for cause loses the time accumulated.

Section 2. Seniority shall be the deciding factor in matters affecting work schedules and vacations within each Central office unit and regional/satellite office as determined periodically by the Organization. Seniority shall also be the deciding factor in involuntary transfers, layoffs, and rehiring after layoffs, within the work groups, insofar as, in the Organization's good faith determination, the ability, qualifications, or performance of the employee permit.

Section 2a. Notwithstanding the foregoing, management retains absolute discretion to choose the geographical location of any position to be eliminated, without regard to the seniority of the employee in that position. If

a position is eliminated, the employee in that position will have the right to take the position and location of the employee or probationary employee within the workgroup with the least seniority. An employee has and may exercise "bumping rights" for up to twenty days from the date the employee is notified that his or her position is to be eliminated. The person "bumped" by seniority will be laid off. Any laid off employee shall receive one month salary in severance pay.

Section 2b. When the position to be bumped has fewer hours per week than the position to be eliminated, the person whose position is to be eliminated may choose, instead, to bump the least senior person within the workgroup in a position with the same or greater hours per week.

Section 2c. When the position to be eliminated is in more than one workgroup, the position subject to bumping is the one held by the employee with the least seniority among all employees holding a position in the same workgroups or any subset of those workgroups.

Section 2d. When the position to be eliminated is in more than one advocate workgroup, the position subject to bumping is the one held by the employee with the least seniority among all employees holding a position in the same advocate workgroups or any subset of those workgroups whether or not the position is also in an intake workgroup.

Section 2e. When the position to be eliminated is in an advocate workgroup (including positions in multiple advocate workgroups and positions in both an advocate workgroup and an intake workgroup) the employee shall also have the right to bump the least senior employee in a position that is exclusively in an intake workgroup.

Section 3. Seniority and the goal of a diverse workforce reflecting the communities we serve shall be the deciding factors in promotions and voluntary transfers, within the work groups, insofar as, in the Organization's good faith determination, the ability, qualifications, or performance of the employee permit.

Section 4. If the Organization determines that the workforce must be reduced through layoff, it will notify the Union as early as possible, but no later than thirty (30) calendar days before the date established for the layoff to take effect, unless immediate layoffs are unavoidable in which case the Organization will provide notice as soon as possible. At either the Organization's or Union's request, the Organization will meet with the Union to discuss reopening of collective bargaining in order to explore alternatives to layoff. If a reduction in force, transfer, or other matter affecting work schedules is necessary, the Organization shall determine the work group(s) to be affected. Force reduction, transfer, or any other matter shall be accomplished by application of seniority within the work group as set forth in this Section 2 of this Article.

Section 5. Notwithstanding this Section 2, employees who are on a corrective action plan at the time layoffs in their work groups are initiated will have the right to have the corrective action plan reviewed by the Executive Director. As part of that review, the Executive Director will meet with the employee, who will have the right to Union representation at that meeting. If the Executive Director maintains the employee on the plan, the employee will be the first to be laid off in that work group.

Section 6. If within one year of layoff, the Organization decides to reestablish a position that was terminated, the Organization shall notify all former employees who were laid off within the past year who (a) have the same job classification as the job classification that is required for the position that is now being reestablished, (b)

are qualified for the position that is offered, and (c) meet the eligibility requirements of the funding source for the position. Notice of eligibility for reinstatement shall be sent to the last address provided the Organization by the employee. The employee must submit an application for the position identified within thirty (30) calendar days following the date of the mailing. Failure to apply shall result in removal from the reinstatement list. If more than one eligible employee who was laid off within the last year applies for the position, reinstatement shall be accomplished by application of seniority within the work group as set forth in Section 2 of this Article.

ARTICLE 12

NEW POSITIONS

Section 1. The Organization shall notify all staff via electronic mail of the existence of any newly-created position and/or vacancy.

Section 2. Notice for newly created positions shall contain job title, job description, salary range, and qualifications for the position. Applicants outside the Organization shall not be interviewed for a period of ten (10) days from the initial date of the internal posting.

Section 3. The Organization generally recognizes the desirability of hiring current employees to fill any position and/or vacancy, and will give serious consideration to hiring current Organization employee applicants in a manner consistent with application of seniority within the work group as set forth in Article 11 (Seniority) and with the goal of a diverse workforce reflecting the communities we serve.

Section 4. An employee (not on probation) who is not on a corrective action plan may apply for other positions outside of his/her workgroup in the agency if

qualified. If selected, the employee will have up to ninety (90) days to demonstrate satisfactory performance, as determined at the sole discretion of the Agency, in the new position. The employee's previous job may be conditionally filled during this trial period. If, after ninety (90) days, the Agency determines that the employee has not demonstrated satisfactory performance in the new position, the employee may either resign or return to the former position and salary, but shall not be eligible to apply for any other openings for six months. The agency's determination of satisfactory performance in the new position is not subject to the grievance, mediation, or arbitration provisions of this Agreement.

WORK REQUIREMENTS, TRAINING & SUPERVISION

ARTICLE 13

HOURS OF WORK AND OVERTIME

Section 1. The parties understand and agree that due to the nature of the work at the Organization, staff may be required to work irregular schedules and long hours.

Section 2. The normal work week for non-exempt staff shall be Monday through Friday and consist of 40 hours. The normal work day for non-exempt staff shall be 8:00 a.m. to 5:00 p.m. with a one-hour lunch break. The Organization will give non-exempt staff at least 24 hours notice if their regularly scheduled shift changes.

Section 3. The normal work week for exempt staff shall be Monday through Friday and consist of 40 hours. Exempt staff are expected to report to work between

7:30 and 9:00 a.m., to work at least 8 hours consecutively except for a lunch break of no more than an hour, and to leave the office no earlier than 4:30 p.m. Exempt staff are not required to take a lunch break and may count time worked while eating at one's desk.

Section 4. Staff who, by their own discretion choose to take leave when the school at which their child attends closes due to weather, health, or safety conditions, shall be required to take leave (comp, flex, vacation) or to make up the hours within twenty (20) days. On inclement weather days and on other occasions when an office is closed by the Executive Director, the Executive Director's designee, or the manager, staff shall not be required to take leave (comp, flex, vacation, etc.) nor shall staff be required to make up the hours.

Section 5. An employee may request, and the employee's manager may grant, in his/her sole discretion, any variance from the employee's normal work week. The manager's decision cannot be grieved, but the Executive Director may review the manager's decision if requested by the employee.

Section 6. The Organization and Union recognize that the nature of the work at Advocacy, Inc. may require staff to put forth extraordinary effort in order to accomplish the job, and that, in such cases, flextime is appropriate. One hour of flex time credit shall be given for each hour worked on weekends, holidays and for each hour worked in excess of nine (9) hours on non-holiday weekdays. For part-time staff, one hour of flex time credit shall be given for each hour worked on weekends and holidays. During the part-time staff's fixed work schedule, flex is given for each hour worked in excess of the sum of the hours scheduled to be worked on that day plus one hour. No more than a total of forty (40) hours of flex time may be accumulated. Exempt staff who have accrued flex time will be allowed to take up to

three (3) hours of flex time without prior manager approval. Staff cannot use the three (3) of flex time to change their daily work shift. Grants of flextime shall be done in a non-discriminatory manner. Requests for and denials of flextime shall be in writing, with the reason for the denial documented, and shall be subject to the grievance and arbitration procedure.

Section 7. Staff with zero (0) hours of flex time earned may request their manager to approve a temporary shift in their regular work schedule for that particular day in order to take off up to two (2) hours. This time off must be made up within that same day.

Section 8. Staff may request from their manager a schedule change that increases their lunch hour in order to accommodate a wellness activity. The wellness activity must be disclosed to their manager and if the schedule change is approved, the extra time taken for the wellness activity must be made up within the same day. Such a schedule change may not include the use of leave and will become a regular part of the staff person's work schedule as well as placed in the staff person's personnel file.

Section 9. A member of exempt staff may work at home or at other alternate locations during regular business hours with prior approval from his or her manager. The Organization will complete a study of teleworking that will include a review of published information on telework options, discussion with employers and employees who have or have had a telework option, and input from staff and the Union. The results of this study will be given to the Union no later than May 31, 2006. The Organization may offer telework options (in addition to the ad hoc, discretionary approval made available by the first sentence of this section) by written policy, at any time, following the prior notice requirements of this Agreement.

Section 10. From October 1, 2004 through December 31, 2005, the Organization will offer and evaluate, as a pilot, a 9-9 schedule, that will be available to certain employees under certain conditions as described below. A 9-9 schedule consists of 9 days of work of 9 hours each day and one day off. Any full-time, exempt employee with ten (10) years seniority who is not in an intake workgroup may request a 9-9 schedule. The employee must request the 9-9 schedule sixty (60) calendar days in advance of the date the employee wishes to begin the schedule. Such an employee is entitled to a 9-9 schedule if no other employee in the employee's unit or region has a 9-9 schedule, however, no employee in the Policy Services Unit has a right to a 9-9 schedule during any legislative session.

ARTICLE 14

TRAINING AND STAFF DEVELOPMENT

Section 1. The Organization recognizes that initial and periodic training of staff is essential to fulfilling its mission. Accordingly, the Organization will budget to provide necessary training to all staff, including support staff and including training for case handlers that offers a national perspective on issues related to their employment. The organization shall also pay for the continuing education needed by staff to maintain professional certification and/or licensing required by the Organization to qualify for or to continue in employment. Staff are encouraged to request approval to attend training that will enhance the employee's ability to perform his/her job. At least annually, the employee and the employee's manager will discuss and identify the employee's training needs.

Section 2. The Organization agrees that opportunities for training that would serve to equip employees for promotion will not be employed in such a manner as to

circumvent the seniority principle as set forth in Article 11 (Seniority).

Section 3. All training and staff development activities shall be approved in advance by the staff member's manager and shall be related to job duties.

Section 4. Staff shall be provided such training as the Organization may require to adequately operate any equipment the Organization expects them to use for the performance of job assignments or responsibilities.

Section 5. The employee may request, and the Executive Director may grant in his/her sole discretion, up to twenty (20) hours per month of educational leave in order to obtain additional training related to employment. Costs of the training (i.e. travel, tuition, etc.) may be paid if approved by the Executive Director in his/her sole discretion.

Section 6. An employee who has been provided necessary training at the Organization's expense, as provided under Section 1, may also request approval to attend additional training, of no more than 3 days in a calendar year, on work time but at the employee's expense, when the training may enhance the employee's ability to perform his/her job but it cannot be approved at the Organization's expense.

ARTICLE 15

EVALUATIONS

Section 1. The Organization shall conduct annual evaluations of individual employees. The Organization shall conduct the annual evaluation of each employee within forty-five (45) calendar days of each anniversary of the employee's job classification date unless the employee is, on the anniversary date, subject to a corrective action plan, in which case the evaluation shall be conducted within two (2) months of the completion of the corrective action plan. Such evaluation shall be as

objective as possible and shall be based on the performance standards set forth in the employee's job description and client services policy. An employee shall be allowed to place his/her statement in the annual evaluation.

Section 2. The annual evaluation, will rate an employee as:

- a. Meets Standards or
- b. Fails to Meet Standards

Section 3. An annual evaluation of "Fails to Meet Standards" is subject to grievance, mediation and arbitration.

Section 4. The term "job classification date" means the date an employee began employment in a specific position. Should an employee change job positions, the job classification date is the effective day of the new position.

Section 5. The Organization shall notify an employee when the annual performance evaluation of the region or unit's manager and managing attorney are to be conducted to provide the employee with an opportunity to give input to the supervisor of the manager being evaluated. The Board of Directors of the Organization shall give employees the opportunity to give the Board input regarding the performance of the Executive Director at least annually.

ARTICLE 16

CORRECTIVE ACTION AND DISCHARGE

Section 1. If an employee reasonably expects a meeting with management to lead to corrective action or discharge or expects the results of a meeting to cause adverse information to be placed into the employee's personnel records, the employee, upon advising his or her manager of the employee's reasonable expectation, shall (a) be entitled to have a Union representative in attendance and (b)

receive written notice from his/her manager of the reasons for such meeting at least forty-eight (48) hours prior to such meeting. The employee's expectation shall not be reasonable when the manager informs the employee, in writing, that the meeting will not result in corrective action, discharge or the placement of adverse information in the employee's personnel file. In those situations where management intends to impose corrective action, to discharge the employee (except a discharge for gross misconduct), or to cause adverse information to be placed into the employee's personnel records, the manager shall advise the employee of this fact in writing at least forty-eight (48) hours prior to the meeting.

Section 2. The Organization shall not impose corrective action or discharge an employee except for just cause. During a meeting to impose corrective action or to discharge an employee, except in cases of gross misconduct, the Organization will provide the employee with a written statement of the basis for the corrective action or discharge.

Section 3. It is recognized and agreed between the parties that the Organization must maintain and impose high standards of performance and quality of work. Accordingly, it is stipulated and agreed that "just cause" is defined as the Organization's determination that an employee does not meet this high standard, so long as the Organization does not exercise its discretion in a manner that is arbitrary, capricious, or without foundation. Just cause shall include, as an example, but without being limited to:

- i) Failure to comply with the terms of this Agreement;
- ii) Failure to comply with any work rule promulgated by the Organization pursuant to its management rights, not inconsistent with this Agreement;
- iii) Engaging in misconduct or failure to follow the reasonable instructions

of a manager or supervisor; or

- iv) Failure to perform as required by the Organization consistent with Section 4 of this Article.

Section 4. The Organization may impose corrective action when necessary and discharge those who fail to uphold Organization standards. It is recognized by parties to the Agreement that progressive actions generally shall be applied in dealing with employees. The Organization shall maintain its written positive performance policy. This policy will include notice, warning, corrective action plan, suspension with pay, suspension without pay, discharge, demotion, and involuntary transfer and will state the typical progression of corrective actions, as well as exceptions.

Section 5. All employees generally shall be judged by the standards of performance set forth in their job description and the client services policy. If an employee is deemed to "meet standards" on his/her annual evaluation, such employee shall be considered to have upheld the high standards of the Organization described in this Section 2 above.

Section 6. Prior to discharge of an employee for poor performance, the employee shall be allowed a period of not less than 30 calendar days and not more than one (1) year in which to improve. The performance objectives identified as requiring improvement will be specified in a corrective action plan developed by the manager with input from the employee. The employee may have union representative during presentation of the corrective action plan or memo. The annual evaluation shall not constitute such a written warning, but it may form the basis for a written warning. Corrective action, except for a corrective action plan, will have no effect after one (1) year and shall thereafter be removed from the employee's personnel file. A corrective action plan will have no effect after one (1) year from completion of the

plan and shall thereafter be removed from the employee's personnel file.

Section 7. Upon request, a written statement of the reason(s) for discharge shall be provided, and the existence of cause for discharge, if disputed, shall be subject to the grievance and arbitration procedures contained herein. An employee who is terminated for just cause shall be given two (2) weeks severance pay; provided, however that an employee who is terminated for gross misconduct shall receive no severance pay.

Section 8. Each employee shall be provided with a copy of any document or notation concerning the performance of their duties or character placed in their personnel file, and shall have the right to place their explanation or statement concerning any such document or notation in their file.

Section 9. Corrective actions that do not involve separation from employment, demotion, loss of pay or some other adverse job action having an immediate pecuniary impact may not be grieved or taken to arbitration until such time as an action is taken by the Organization causing immediate pecuniary loss.

Section 10. If an employee is subject to a corrective action that does not have immediate pecuniary impact, the employee may request that the Executive Director (or his/her designee) review the action. Any such request to the Executive Director must be in writing, must explain the nature of the corrective action and the reasons why the employee feels the action was unreasonable, and must be delivered to the Executive Director within ten (10) days after the occurrence of the action. If a request is made, the Executive Director or his/her designee will review the corrective action. The review may be limited, at the Executive Director's sole discretion, to the employee's or representative's written request. Upon mutual agreement of the Executive Director (or his/her designee), the employee and his/her Union

representative, a meeting shall be held to discuss the corrective action. Within ten (10) days after the Executive Director (or his/her designee) receives the written request from the employee, the Executive Director (or his/her designee) must notify the affected employee of his/her decision. The Executive Director (or his/her designee) may uphold, reverse, or modify the action, or revise the language of the corrective action document. If the corrective action is reversed, all information pertaining to it will be removed from the employee's personnel file. If the nature or severity of the corrective action is modified, the Executive Director's decision modifying the corrective action will be attached to the original corrective action document placed in the employee's personnel file. If the language is revised, the revised version of the corrective action document and not the original version will be placed in the employee's personnel file. The decision of the Executive Director pursuant to this Section 10 is not subject to any further grievance, mediation, or arbitration.

Section 11. If the Union believes that a manager is acting arbitrarily or capriciously in imposing a corrective action, it may request that the Executive Director review the corrective action. The decision of the Executive Director pursuant to this section is not subject to grievance, mediation, or arbitration.

Section 12. The Organization shall distribute an exit interview form to all staff at separation from employment. This form will be given to the staff member or mailed to the staff member with a stamped self-addressed return envelope. If there is an exit interview in-person or by phone, the questions presented in the form will be discussed. The form will be designed to solicit opinions regarding both the positive and any negative aspects of the work, the work conditions, suggestions for improvement, and the reason for separation if by resignation. The form will give the

staff member the choice to permit or not permit management to disclose the staff member's identity to the Union when the responses are discussed at a Union-Management meeting. The completed form shall be stored in a separate file until the responses are extracted, de-identified, and reported in a document to be presented to the Union at a Union-Management Committee meeting. Once the responses have been extracted, the original, completed form will be destroyed.

WAGES & DEDUCTION OF DUES

ARTICLE 17

WAGES

Section 1 (a). Staff shall be paid at least semi-monthly on days designated by the Organization for that purpose, in no case later than the 15th and the last work day of the month.

Section 1(b). Each staff member begins the term of this Agreement with the salary he or she had attained as of May 31, 2004, except for those members of staff identified in the Appendix to this Agreement, who will begin the term of this Agreement with the stated adjustment. The adjustments in the Appendix, however, will not be considered part of the employee's base salary, for purposes of calculating any step increase in calendar year 2004. Each staff member begins the term of this Agreement with the anniversary date he or she had as of May 31, 2004.

Section 2. Pay Grades, Salary Bands, & Step Increases.

Section 2 (a). Each job classification is assigned the pay grade indicated under Section 2 (j) below. Each pay grade has a salary band with a minimum

and a maximum (a cap) and shows the 25th percentile, the midpoint, and the 75th percentile. Each staff member's salary is a point on the applicable salary band. Step increases are at the percentage stated in Section 2(i) below, subject to the cap for the applicable salary band. An employee whose step increase would put the employee's salary above the applicable cap shall receive the cap amount. Anyone employed by the Organization as of June 1, 2004 shall not have his or her salary limited by a cap during the term of this Agreement.

Section 2 (b). When an Advocate, Intake Specialist, or a Regional Attorney achieves seven (7) years of seniority with the Organization, he or she automatically moves to the next higher pay grade, at the same salary, and acquires the title of "Senior Advocate," "Senior Intake Specialist" or "Senior Attorney," respectively.

Section 2(c). Subject to the limitations set forth in this Article, a one (1) step increase will be given to an employee who receives a "Meets Standards" rating on the annual performance evaluation described in Article 15 (Evaluations).

Section 2(d). An employee who receives a rating of "Fails to Meet Standards" on the annual performance evaluation described in Article 15 (Evaluations) will not receive a one (1) step increase or any other consideration for an increase in salary.

Section 2(e). Step increases will be effective on the anniversary of the employee's service date. Payment of such step increase will be made beginning in the second full pay period following the performance evaluation or position change, but will be retroactive to the applicable anniversary of the employee's service date.

Section 2(f). Staff hired after the date on which this Agreement is signed will enter the salary band at any point within the band that the Organization, at its sole discretion, may select.

Section 2(g). The Organization has the discretion to set the salary for anyone hired into a position, or for any staff hired or transferred into a new position. The new salary may not be lower than the minimum on the applicable salary band.

Section 2(h). Unless otherwise provided in a letter of employment, an employee will receive a one (1) step increase only in connection with meeting standards on his/her written annual performance evaluation. This does not affect payment of the Annual Performance Salary Supplement/Enhancement under this Section 3.

Section 2(i). Through calendar year 2004, a full step increase, when awarded, will be at four and seventy-five hundredths percent (4.75%) for pay grades one through four and at four and ½ percent (4.5%) for pay grades five and above. The adjustments in the Appendix to this Agreement, however, will not be considered part of the employee's base salary, for purposes of calculating any step increase in calendar year 2004. Beginning with calendar year 2005, a full step increase, when awarded, will be at four and ½ percent (4.5%) for pay grades one through four and at four percent (4%) for pay grades five and above. Beginning with calendar year 2005, the adjustments in the Appendix will be considered part of the employee's base salary, for purposes of calculating any step increase.

Section 2 (j).

Pay Grade	Job Classification	Minimum	Step 1	Step 2	Step 3	Step 4
1		\$20,875.00	\$23,745.31	\$26,615.63	\$29,485.94	\$32,356.25
2	Receptionist	\$22,962.00	\$26,119.47	\$29,276.94	\$32,434.41	\$35,591.88
3	Administrative Assistant	\$25,258.20	\$29,362.66	\$33,467.12	\$37,571.57	\$41,676.03
4	Legal Secretary	\$27,810.00	\$32,662.52	\$37,515.04	\$42,367.56	\$47,220.08
5	Advocate	\$30,563.00	\$35,984.75	\$41,406.50	\$46,828.25	\$52,250.00
6	Sr Advocate	\$33,612.00	\$39,517.50	\$45,423.00	\$51,328.50	\$57,234.00
7	Sr Intake Specialist (After 7 yrs AI Seniority)	\$36,981.23	\$43,814.05	\$50,646.87	\$57,479.68	\$64,312.50
8	Attorney (Regional) Policy Services Specialist	\$40,400.00	\$48,557.75	\$56,715.50	\$64,873.25	\$73,031.00
9	Sr Attorney (Regional) (After 7 yrs AI Seniority)	\$44,747.00	\$52,018.00	\$59,289.00	\$66,561.00	\$73,832.00
10		\$49,200.00	\$57,220.00	\$65,240.00	\$73,260.00	\$81,280.00
11	Sr Attorney (LSU)	\$54,143.10	\$62,942.00	\$71,740.00	\$80,538.00	\$89,336.00
12		\$59,580.00	\$69,290.00	\$79,000.00	\$88,710.00	\$98,420.00

Section 3. Annual Performance Salary Supplement/Enhancement.

Section 3(a). Annual performance salary supplement/enhancement, if any, will be divided equally between all Organization employees who meet standards on the written performance evaluation during the twelve (12) month period preceding the payment of the annual performance salary supplement/enhancement. The payment of any such annual performance salary supplement/enhancement, however, is subject to the funding limitations set

forth in this Section 5(c).

Section 3(b). Annual performance salary supplement/ enhancement shall not affect an employee's position or step within the salary scale and shall not be added to the salary base to determine any further increases under the scale.

Section 3(c). Annual performance salary supplement/ enhancement, if any, shall be awarded annually during the month of January.

Section 3(d). Second Language Additional Compensation: The Organization will spend a total of \$14,000 each fiscal year during fiscal years 2005, 2006, and 2007 in additional compensation to employees whose current job description requires a second language and or who regularly use a second language while performing job duties. An employee whose current job description does not require a second language, must demonstrate both regular use of and proficiency in the language. An employee whose second language is a foreign language must demonstrate oral proficiency. An employee whose second language is American Sign Language must have a Level One certification. In each fiscal year, the employees qualified in a second language will each receive the same amount of additional compensation. The Organization and the Union will meet within 4 months of the effective date of this contract to determine the details of qualification for and payment of additional compensation for a second-language.

Section 4. Longevity Supplement. A longevity supplement will be awarded when, during the term of this contract, an employee reaches ten (10) years, fifteen (15) years, and twenty (20) years of seniority. Employees will not be awarded a longevity supplement under this contract for reaching those specified years of

seniority prior to the term of this contract.

Section 4(a). Upon reaching ten (10) years of seniority during the term of this contract, an employee will receive a \$1,200 lump sum stipend plus 3 days of vacation to be added to the employee's balance.

Section 4(b). Upon reaching fifteen (15) years of seniority during the term of this contract, an employee will receive a \$1,500 lump sum stipend.

Section 4(c). Upon reaching twenty (20) years of seniority during the term of this contract, an employee will receive a \$2,000 lump sum stipend.

Section 5. Availability of Funds. Notwithstanding any other provision in this Article, implementation of the salary step increases under Section 2 above scale and annual performance salary supplement/enhancement under Section 3 (a) - (c) above shall be limited by the availability of sufficient Federal Funds as follows:

Section 5(a) Definition of "Major Program": Each federal program that issues a Notice of Grant Award of \$700,000 or more (annualized) to Advocacy, Inc. and that has no statutory expiration date shall be considered a "major program."

Section 5(b). Thresholds for Full Step Increases: The step increases authorized as a result of the annual written performance evaluations shall be given in full as set forth in Section 2 above when the aggregate of Notices of Grant Awards for all Federal Funds (or best available information thereon) as of January 1st of any year equals or exceeds a six percent (6%) increase over the prior year with at least a five and ½ percent (5.5%) increase in the aggregate of Notices of Grant Awards for all major programs.

Section 5(c). When the aggregate of Notices of Grant Awards for major programs fails to reach the five and ½ percent (5.5%) threshold, salary

increases authorized as a result of the annual written performance evaluations shall be reduced in proportion to the deficiency in reaching the five and ½ percent (5.5% threshold). When the aggregate of Notices of Grant Awards for major programs reaches the five ½ percent (5.5%) threshold for major programs but the aggregate Notices of Grant Awards for all federal programs fails to reach the six percent (6 %) threshold, salary increases authorized as a result of the annual written performance evaluations shall be reduced in proportion to the deficiency in reaching the six percent (6%) threshold. The portion of the salary scale that is not awarded as a result of the limitation under this Section 5 shall not be restored regardless of subsequent increases in Federal Funds. Under this Section 5, reductions in the step increases that would otherwise have been given under the salary scale are not subject to the grievance, mediation or arbitration provisions of this Agreement.

Section 5(d). When the aggregate of Notices of Grant Awards exceeds both thresholds stated in Section 5(b), the first ½ of the first percent of the total Funds exceeding the six percent (6%) threshold will be used as an annual performance salary supplement/enhancement pursuant to Section 3, or for other benefits. Any increase exceeding six and one-half percent (6.5%) shall be used by the Organization at its discretion.

Section 6. Although the Organization is under no obligation to do so, if no salary increases or supplements/enhancements are paid during the first two years of the contract, and no layoffs have occurred, the Organization will attempt during the third year of the contract to provide staff with a one time salary supplement/enhancement. Determination of whether or not funding at that time is adequate to permit the payment of a salary supplement/enhancement and the amount

of such salary supplement/ enhancement shall be at the sole discretion of the Organization.

Section 7. Financial Reports. A copy of the Board approved budget and each approved quarterly financial statement shall be provided to the Union.

ARTICLE 18

DEDUCTION OF UNION DUES

Section 1. The Organization agrees to make deductions of an initial initiation fee and of monthly Union membership dues from the pay of any eligible employee upon receipt from the Union of written authorization properly executed by the employee.

_____ Section 1(a). The only recognized form will be that entitled "Payroll Deduction for Union Dues and Initiation Fee" as referred to in this Section 6.

_____ Section 1(b). Each month the Organization will forward amounts so deducted to the Secretary-Treasurer of the Union, or upon direction to the duly designated representative.

_____ Section 2. It is understood that any authorization of dues deductions shall be irrevocable for the period of one (1) year from the date of the authorization or until the expiration of this Agreement, whichever first occurs. This also applies to any dues increase in such period.

After the period of one (1) year, and prior to the expiration of the Agreement, employees may cancel and revoke their dues authorizations by giving written notice to the Organization with a copy to the Union, not more than 40 calendar days nor less than 25 calendar days prior to the anniversary date of this Agreement.

Section 3. Dues deductions shall be suspended during payroll periods in which

sufficient earnings and benefits payments are not available, and ~~such~~ dues deductions shall be automatically resumed when there are sufficient earnings and/or benefits in the payroll period in which dues are deducted. Dues deductions shall be terminated effective the last pay period of the employee when the employee resigns or otherwise terminates employment.

Section 4. Each month the Organization shall furnish the Union:

Section 4(a). The names of employees for whom initiation fees and dues deductions are made and the amount for each employee;

Section 4(b). The names of employees who have dues deduction cards on file and for whom no deductions are made together with reasons therefore. The Union agrees to reimburse the Organization a reasonable service charge each month for deduction of dues and initiation fees.

Section 4(c). Monthly, the Organization shall furnish the Union with the names of bargaining unit staff hired or terminated during the month, the date of hiring or termination, the job classification, and the salary.

Section 5. The Union agrees that the Organization assumes no responsibility in connection with deductions of dues except that of forwarding monies deducted as set forth in Section 1 of this Article. It is understood and agreed that neither the Organization nor any of its officers or agents shall be held liable in any way by virtue of its honoring this assignment, nor for any loss by action of the Union or its officers.

Section 6. Attached to this contract is the authorization form (Attachment B) for payroll deduction of union dues and initiation fees.

Section 7. Minimum Dues Formula Clarification. Communications Workers of America uses the following method or formula for computing basic or minimum dues on a monthly basis.

Section 7(a). One and three-tenths percent (1.3%) multiplied by gross monthly wage, equals minimum monthly dues.

BENEFITS

ARTICLE 19

HOLIDAYS

Section 1. The following holidays are observed by all staff of the Organization and Organization offices will be closed:

3rd Monday of January	<i>Martin Luther King's Birthday</i>
Last Monday of May	<i>Memorial Day</i>
July 4th	<i>Independence Day</i>
1st Monday of September	<i>Labor Day</i>
4th Thursday of November and the following Friday	<i>Thanksgiving Holidays</i>
December 24th through January 1st	<i>Winter Holidays</i>

Section 1(a). Non-exempt staff may elect to work any two (2) holidays and take off any two (2) other days within the fiscal year. Non-exempt staff must negotiate specific holidays and dates with their managers.

Section 1(b). When the 4th of July falls on a weekend day it is observed as a holiday on the following Monday.

Section 2. The following holidays are observed only if they fall on a weekday and are not observed when they fall on a weekend:

June 19th	<i>Emancipation Day</i>
November 11th	<i>Veterans Day</i>

Section 3. Staff may designate up to four religious holidays that will be

considered optional holidays and may be taken at the sole discretion of the staff member provided another regular holiday is not taken or equivalent hours of vacation, compensatory, or flex time are reduced. Staff exercising this Section must designate the optional holiday(s) they will be taking in writing to the manager and provide two (2) days notice.

Section 4. Two personal *holidays* (e.g., for May Day, the staff member's birthday, etc.) are afforded each January and staff must make arrangements for specific dates with their managers by obtaining prior approval and providing three (3) days notice. Leave time off may be taken all at once or in parts. Personal *holidays* cannot be carried over into the next calendar year, and employees will not be paid for personal *holidays* upon termination. Personal *holidays* will be prorated for part-time staff.

Section 5. Non-exempt employees who have completed the probationary period are afforded one *personal day* annually; non-exempt employees who have completed two years of employment are afforded two *personal days* annually. Non-exempt staff must make arrangements for specific dates with their managers by obtaining prior approval and providing two (2) days notice. Leave time off may be taken all at once or in parts. *Personal days* cannot be carried over into the next calendar year, and employees will not be paid for personal days upon termination. *Personal days* will be prorated for part-time staff.

Section 6. If a staff member is on leave during a day on which a holiday occurs, that day will not be charged against the staff member's accrued leave time. Employees will not be paid for holidays that occur during an unpaid leave of absence.

Section 7. Exempt staff who are required and pre-approved in writing by their managers to work on any day designated as a holiday will be entitled to vacation time

for those hours worked under the limits set forth in this Agreement. Except as provided in this Section 1(a), non-exempt staff required to work holidays shall receive time and one-half pay.

Section 8. If the Organization is unable to award salary increases or supplements/enhancements because of funding cuts for two consecutive years, the Organization will grant an additional holiday (*President's Day* -- 3rd Monday in February) beyond those granted in this Article, Sections 1 and 2 during the second year with no pay increase. If the Organization is unable to award salary increases or salary supplements/enhancements because of funding cuts for three consecutive years, the Organization will grant two holidays (*President's Day*--3rd Monday in February and *Columbus Day*-- 2nd Monday in October) beyond those granted in Sections 1 and 2 of this Article during the third year with no pay increase.

ARTICLE 20

VACATION LEAVE

Section 1. All full-time staff accrue vacation hours at the following rates:

<u>Years of seniority:</u>	<u>Accrual</u>
0 years through 3 years	8 hours per month
3+ years through 5 years	12 hours per month
5+ years and up	14 hours per month

Section 2. Full-time staff commence to earn and accrue vacation time with pay from the first day of employment. Vacation leave accumulations will be prorated for part-time staff.

Section 3. If an official holiday falls during a staff member's vacation time, the holiday will not be deducted from their accrued vacation time.

Section 4. Vacation time may be taken either all at once or in parts. Prior approval must be obtained from the staff member's manager. Without limiting the right to request approval to use accrued vacation leave of any length, an employee with ten (10) years seniority is entitled to take an extended vacation of up to twenty (20) consecutive days of accrued vacation leave subject to the following pre-condition and the following limited exception. The pre-condition is that the employee's request for the leave must be made as many days prior to the first day of the proposed leave as the length of the leave requested. (For example, the request must be made twenty (20) days before the first day the employee wishes to start a leave of twenty (20) consecutive days.) The limited exception is that the employee's manager may deny the leave for the particular dates requested if the needs of the Organization require it, so long as the manager approves consecutive leave of the same length on alternate dates to begin within six (6) months of first day of the leave requested.

Section 6. No staff may carryforward vacation hours into the next fiscal year in excess of the following:

<u>Years</u> <u>seniority:</u>	<u>Total Maximum hours to</u> <u>carry into next fiscal year:</u>
0 years through 3 years	160 hours
4 years through 5 years	220 hours
6 years through 9 years	240 hours
10 years and up	300 hours

Section 7. Incentive for Adequate Notice of Resignation. The Union and the Organization recognize that providing adequate notice of resignation is important to the scheduling and allocation of responsibility for client services and that the Organization wishes to reward employees who do provide adequate notice. The

parties further recognize that ten (10) days is the minimum adequate notice of resignation for non-attorneys and that twenty (20) days is the minimum adequate notice for attorneys. Employees who provide adequate notice, within these guidelines, will receive a pay-out of their vacation leave as follows:

Section 7(a). Attorneys. Attorneys who provide notice of twenty (20) days or more will receive a pay-out of their accrued vacation within the limits set forth in this Section 8. Attorneys providing at least ten (10) but less than twenty (20) days' notice will receive a prorated pay-out of their accrued vacation within the limits set forth in this Section 8. For example, an attorney who provides ten (10) days notice would receive fifty percent (50%) of their accrued vacation leave within the limits. Attorneys providing less than ten (10) days' notice will receive no pay-out of vacation leave.

Section 7(b). Non-Attorneys. Non-attorneys who provide notice of ten (10) days or more will receive a pay-out of their accrued vacation within the limits set forth in this Section 8. Non-attorneys providing less than ten (10) days' notice will receive no pay-out of vacation leave.

Section 7(c). Form of Notice. To qualify for a pay-out of vacation leave, an employee must provide notice of resignation in writing to the employee's immediate supervisor or to the Organization's Executive Director within the time periods set forth above.

Section 7(d). Involuntary Terminations. Notwithstanding any other provision of this Agreement, employees terminated for gross misconduct as defined in the Organization's positive performance policy will not receive a pay-out of accrued vacation leave. Employees who are involuntarily terminated for any other reason will receive a pay-out of their vacation leave.

Section 7(e). Exceptions for Serious Health Conditions. When an employee resigns from employment with the Organization due to a medically documented mental or physical health condition and the onset of the condition, its symptoms, or recently acquired knowledge about the condition make it reasonable for the employee to leave employment with less than the required amount of notice, the employee need give only whatever amount of notice, if any, is reasonable under the circumstances. The employee shall then receive a pay-out of accrued vacation leave within the limits set forth in this Section 8.

Section 8: Subject to the requirements for adequate notice of resignation set forth in this Section 7, vacation pay upon leaving employment for accumulated unused vacation shall be at the staff member's hourly rate of pay, times the accumulated vacation hours, not to exceed the following:

<u>Years of seniority:</u>	<u>Maximum payable severance:</u>
0 years through 3 years	160 hours
4 years through 5 years	180 hours
6 years through 9 years	200 hours
10 years and up	250 hours

ARTICLE 21

SICK LEAVE

Section 1. Sick Leave. Absences due to a staff member's own injuries, illnesses or medical conditions; care for a spouse, a domestic partner in the role of spouse, a parent, a child, a grandchild, a grandparent, a sibling, or a spouse's parent who is injured or ill; or consultation with a health care provider (such as, for example, for annual checkups) are eligible for the use of sick leave.